

RECORDATION NO. 10313-01 Filed 1425

NOV 2 1979 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

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No. S-303A157

Date NOV 2 1979

Fee \$ 30.00

ICC Washington, D. C.

November 1, 1979

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INTERSTATE COMMERCE COMMISSION

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NEW YORK, N.Y. 10022

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Office of the Secretary  
Division of Recordations  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D. C.

Re: Equipment Trust Agreement  
recorded on April 26, 1979  
Recordation No. 10313

Gentlemen:

The following documents are submitted for recordation pursuant to Section 11303 of the Revised Interstate Commerce Act. I request that you record one original of each document and return all other copies or originals to us bearing your recordation stamp:

1. Bill of Sale from Whittaker Corporation to Emons Industries, Inc. This document should be recorded as document 10313-N.
2. Bill of Sale from Emons Industries, Inc. to The Chase Manhattan Bank N.A. This document should be recorded as document 10313-O.
3. Equipment Trust Agreement Supplement No. 3 between Emons Industries, Inc. and The Chase Manhattan Bank N.A. This document should be recorded as document 10313-P.

Also enclosed is our check for \$30.00 in payment of your fees.

If you have any questions regarding the enclosed, please contact the undersigned.

Very truly yours,

*Michael W. Stamm*  
Michael W. Stamm

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enclosures

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EQUIPMENT TRUST AGREEMENT  
SUPPLEMENT NO. 3

RECORDATION NO. 10313  
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INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 3, dated November , 1979, between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association (hereinafter called the "Trustee"), as Trustee under the Equipment Trust Agreement hereinafter referred to, and EMONS INDUSTRIES, INC., a New York corporation (hereinafter called the "Company").

The Trustee and the Company have heretofore entered into the Equipment Trust Agreement dated as of April 1, 1979 (the "Original Equipment Trust Agreement", and as the same may be supplemented or modified from time to time, the "Equipment Trust Agreement").

The Equipment Trust Agreement provides for the execution and delivery from time to time of Equipment Trust Agreement Supplements for the purpose of evidencing the subjection and the leasing of specific equipment under the Equipment Trust Agreement as and when delivered by the Trustee to the Company in accordance with the terms thereof.

The Equipment Trust Agreement relates to the equipment described below, and a counterpart of the Original Equipment Trust Agreement was recorded by the Interstate Commerce Commission (the "ICC") on April 26, 1979 and assigned Recordation No. 10313; a counterpart of Supplement No. 1 to the Original Equipment Trust Agreement was recorded by the ICC on August 27, 1979 and assigned Recordation No. 10313-J; and a counterpart of Supplement No. 2 to the Original Equipment Trust Agreement was recorded by the ICC on September 26, 1979 and assigned Recordation No. 10313-M.

NOW, THEREFORE, the Trustee and the Company hereby agree as follows:

1. The Trustee hereby delivers and leases to the Company under the Equipment Trust Agreement, and the Company hereby accepts and leases from the Trustee under the Equipment Trust Agreement, the following equipment (the "Delivered Equipment"):

two hundred eighty (280) seventy ton,  
fifty foot boxcars bearing the following  
markings:

WLO 528309 through 528323, inclusive;  
WLO 528326 through 528329, inclusive;  
WLO 528337; WLO 528340 through 528499,  
inclusive; and MPA 39600 through  
39699, inclusive.

2. The delivery date of the Delivered Equipment is the date of this Equipment Trust Agreement Supplement, as set forth in the opening paragraph hereof.

3. The Delivered Equipment shall be held by the Trustee, pursuant to the terms and conditions set forth in the Equipment Trust Agreement, in trust for the equal and ratable benefit of the registered holders of the Trust Certificates (as defined in the Equipment Trust Agreement) issued pursuant to the Equipment Trust Agreement.

4. The term for the Delivered Equipment shall commence on the delivery date referred to above and shall end on April 1, 1994, unless earlier terminated in accordance with the provisions of the Equipment Trust Agreement.

5. The Company hereby agrees to pay the Trustee rental for the Delivered Equipment throughout the terms therefor in accordance with Section 5.04 of the Equipment Trust Agreement.

6. By virtue of the execution and delivery of this Equipment Trust Agreement Supplement, the Trustee has (and is hereby granted by the Company) a security interest in the Delivered Equipment enforceable in accordance with the terms of the Equipment Trust Agreement.

7. All of the terms and provisions of the Equipment Trust Agreement are hereby incorporated by reference in this Equipment Trust Agreement Supplement to the same extent as if fully set forth herein.

IN WITNESS WHEREOF, the Trustee and the Company have caused this Equipment Trust Agreement Supplement to be duly executed as of the day and year first above written and to be delivered in the State of New York.

ATTEST:

Carol D. Morgan  
ATTEST: ASSISTANT SECRETARY

James F. Weston

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
as Trustee

By: [Signature]  
Vice President  
EMONS INDUSTRIES, INC.

By: Carl J. [Signature]

10313-P

COMMONWEALTH OF PENNSYLVANIA)

: ss.:

COUNTY OF YORK )

On this 24<sup>th</sup> day of October 1979, before me personally appeared Carl L. Smith, to me personally known, who, being by me duly sworn, says that he is the Vice President of EMONS INDUSTRIES, INC., one of corporations described in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Eudye Sawatunova*  
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES  
JANUARY 31, 1981  
YORK, YORK COUNTY, PA.